

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR-NC-02-10738		PAGE 1 OF		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER PR-NC-02-10738		
6. SOLICITATION ISSUE DATE 7/17/02		7. FOR SOLICITATION INFORMATION CALL: SANDRA CLARK		8. TELEPHONE NUMBER (No collect calls) (919)541-2213		9. OFFER DUE DATE/LOCAL TIME 8/1/02 02:00 PM		
9. ISSUED BY Environmental Protection Agency RTP Procurement Operations Division Research Triangle Park, NC 27709				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: Total % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
				12. DISCOUNT TERMS				
				15. DELIVER TO		16. ADMINISTERED BY		
				17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
		LANDSCAPING AND GROUNDS MAINTENANCE SERVICES <i>(Attach Additional sheets as Necessary)</i>						
				23. UNIT PRICE		24. AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA N/A						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
					LAURANNE M. VOGEL			
32a. QUANTITY IN COLUMN 21 HAS BEEN				33. SHIP NUMBER		34. VOUCHER NUMBER		
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED ACCEPTED AND CONFORMS TO THE <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR		
				36. PAYMENT		37. CHECK NUMBER		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
					38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
							40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (Location)			
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK
BURDEN STATEMENT

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

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1. CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (FEB 2002)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full

particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

2. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (MAY 2002)

a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer must check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4)).

X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a) (14)).

___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_X__ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X__ (12) 52.222-26, Equal Opportunity (E.O. 11246).

_X__ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

_X__ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

_X__ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

___ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

_X__ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___ (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X__ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O.

12849).

___ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

X (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer must check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized

representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

3. INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1) (OCT 2000) DEVIATION

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*
 (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is ``late'' and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.
 (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section,
Suite 8100,
470 East L'Enfant Plaza, SW, Washington, DC 20407,
Telephone (202) 619-8925,
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP),
Building 4, Section D,
700 Robbins Avenue,
Philadelphia, PA 19111-5094,
Telephone (215) 697- 2667/2179,
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

ADDENDUM 1:

For proposal preparation purposes offerors may assume a contract start date of August 8, 2002.

ADDENDUM 2:

Offerors shall submit an original and three (3) copies of their proposal to the following addresses:

(a) U.S. Postal Service Address:

U.S. Environmental Protection Agency
Solicitation No. PR-NC-02-10738
Attention: Sandra Clark
RTP Procurement Operations Division (D143-01)
Research Triangle Park, NC 27711

(b) Courier Service and Hand-Carried Address:

U.S. Environmental Protection Agency
Solicitation No. PR-NC-02-10738
Attention: Sandra Clark
RTP Procurement Operations Division (D143-01)
4930 Page Road
Durham, NC 27703

4. EVALUATION -- COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Evaluation Criteria

1. Past Performance (40 Points)

Demonstrate successful past performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three years and those currently in process for similar work. Work which would be considered similar includes: Landscaping comparable in size and complexity to the services requested in this RFP. The operation(s) should be specifically identified, and information submitted must include the scope of operations and any other information you feel is pertinent to establish your firm's capability to perform under this requirement. The offeror's past performance will be evaluated based on the information obtained through the Past Performance Questionnaire (see Attachment 10).

(Instructions: As discussed in the Provision entitled "Past Performance Information" (EPAAR 1552.215-75), offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process for similar work. This should include information on five (5) contracts and subcontracts and may include similar contract with Federal, State and local governments, as well as commercial businesses. Information should be provided as indicated in the EPAAR Provision 52.215-75.)

NOTE: As discussed in the Provision EPAAR 1552.215-75 entitled "Past Performance Information", if an offeror has no available past performance, a neutral rating of adequate (score=3) will be assigned for the past performance criteria.

2. Qualifications, Work Experience, and Availability of Proposed Key Personnel (30 Points)

Demonstrate capability of proposed Key Personnel to perform the Statement of Work, as evidenced by work experience, education and demonstrated ability and availability.

Offerors shall submit resumes for each of those individuals who are proposed/designated as Key Personnel under this contract. Key Personnel are: Project Manager, and Supervisor.

3. Management Plan**(30 Points)**

EPA will evaluate the clarity, conciseness and effectiveness of the offeror's (and any subcontractor's) management plans on the basis of the following elements. These elements are all considered equally essential to the success of the management plan and will not be separately scored.

- a. Specific plans and procedures for identifying, selecting and managing any proposed subcontractors, to assure that their performance is of high quality, timely, and within the budget.
2. If the proposed team is not currently employed by the offeror, the specificity and effectiveness of the offeror's plan to hire them and bring them up to speed on the work required will be evaluated. This plan should include letters of intent, as available, or specific evidence of similar past successful staffing efforts or other evidence of the likelihood of successfully hiring competent staff.
3. Specific plans for assuring competent management of contractors staff.
4. Specific plans for continuing to maintain full staffing and the organizational structure.
- e. The offeror must describe the plan to accomplish the scope of work, which includes, but is not limited to, the number of personnel for each site to accomplish the work. Also, the offeror must identify the equipment/supplies to be used to accomplish the Statement of Work.

Technical and past performance, when combined, are significantly more important than cost or price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

5. OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (MAY 2002)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are

controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small

business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it []is, []is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it []is, []is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it []is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it []is, []is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint*

venture: _____.]

(10) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*(1) Previous contracts and compliance. The offeror represents that --

(i) It []has, []has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It []has, []has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It []has developed and has on file, []has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It []has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in

connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act - North American Free Trade Agreement Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act':

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement-Israeli Trade Act'':

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, *Trade Agreements*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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-----	-----

[List as necessary]

(iii) The Government will evaluate offers in accordance with the

policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed End Product*

Listed End Product	Listed Countries of Origin:
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the

appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

ATTACHMENT 1

ADDENDUM TO FAR CLAUSE 52.212-4

1. NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this addendum are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.237-1	APR 1984	SITE VISIT
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION

2. NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

3. EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

4. OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days of the expiration of the period of performance.

5. SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Lauranne M. Vogel

Hand-Carried Address:

Environmental Protection Agency
RTP Procurement Operations Division (E105-02)
4930 Old Page Road
Durham, NC 27703

Mailing Address:

Environmental Protection Agency
RTP Procurement Operations Division (E105-02)
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

6. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

7. AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

8. CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
 1--Major problems have been encountered
 2--Some problems have been encountered
 3--Minor inefficiencies/errors have been identified

- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective

small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as

promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

9. PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from _____ through _____ inclusive of all required reports.

10. PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$25,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five contracts and subcontracts completed in the last three years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each

contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be

given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Attachment 9 of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in Attachment 10 will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in FAR Clause 52.212-2. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

11. PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal conference at 8:30 a.m. on July 23, 2002 at:

U.S. Environmental Protection Agency
Conference Room E101
109 T.W. Alexander Drive
Research Triangle Park, NC

Offerors planning to attend the conference should provide written notification to the contract specialist at least one (1) calendar day prior to the conference date.

12. PREPROPOSAL SITE VISIT

EPA will conduct a preproposal site visit at 9:00 a.m., immediately following the preproposal conference, on July 23, 2002 at:

U.S. Environmental Protection Agency
Conference Room E101
109 T.W. Alexander Drive
Research Triangle Park, NC

Offerors planning to attend the site visit should provide written notification to the contract specialist at least one (1) calendar day prior to the site visit date. Please notify the following individual of intent to attend the site visit:

Sandra Clark, Contract Specialist
E-mail address: clark.sandra@epa.gov
Telephone: 919-541-2213

Maps and directions for the preproposal site visit can be located at http://www.epa.gov/oam/rtp_cmd.

13. TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than eight (8) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

14. OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)

The Government has the option to extend the term of this contract for six (6) additional period(s). If more than ten (10) days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last ten (10) days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
Option I	(six months from date of contract award)	(30 days from option period start date)
Option II	(seven months from date of contract award)	(30 days from option period start date)
Option III	(eight months from date of contract award)	(30 days from option period start date)
Option IV	(nine months from date of contract award)	(30 days from option period start date)
Option V	(ten months from date of contract award)	(30 days from option period start date)
Option VI	(eleven months from date of contract award)	(30 days from option period start date)

(b) During the option period(s) the Contractor shall provide the services described below:

<u>Period</u>	<u>Attachment</u>
Option I	Attachment 2 "Statement of Work"
Option II	Attachment 2 "Statement of Work"
Option III	Attachment 2 "Statement of Work"
Option IV	Attachment 2 "Statement of Work"
Option V	Attachment 2 "Statement of Work"
Option VI	Attachment 2 "Statement of Work"

15. IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: Total

(b) 8(a) Program: Not Applicable

**16. NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)
(JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

17. KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Supervisor

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

18. GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the

services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within seven (7) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within fifteen (15) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

19. CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

20. SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

21. SAFETY AND HEALTH STANDARDS COMPLIANCE (GSA T013) (JUL 1994)

The contractor shall be responsible for the safety and health of individuals as follows:

(1) The Contractor maintains full responsibility and liability for compliance with all applicable regulations pertaining to the protection of workers, visitors to the site and persons occupying adjacent areas. The Contractor holds the Government harmless against injury resulting from the failure on the Contractor's part, or on the part of the Contractor's employees or subcontractors to comply with any applicable safety or health regulation.

(2) If during the course of performance under this contract, the Contractor suspects contact with hazardous or toxic materials/substances, such as asbestos, polychlorinated biphenyls (PCBs), explosives, or radioactive materials, as specified in Subparts H and Z of 29 CFR 1910 or Federal Standard 313, the Contractor shall immediately inform the Contracting Officer of these harmful materials/substances, their exact whereabouts, and the identity of those individuals who have been exposed to these materials/substances.

(3) The Contractor shall not disturb known or suspected harmful materials/substances but will take responsible measures to prevent exposure to individuals, pending receipt of direction from the Contracting Officer. The Contracting Officer will coordinate any necessary action with the Contracting Officer's Technical Representative (COTR) and GSA's Public Buildings Service (PBS).

22. PERMITS (GSA T014) (JUL 1994)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, in connection with the performance of the contract.

23. FIXED PRICE FOR SERVICES

The following fixed rates, inclusive of all indirect costs and profit, shall apply for the duration of the contract, as set forth in Attachment 2 "Statement of Work":

BASE PERIOD:

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0001	Environmental Research Center Area No. 1 (Attachment 2: Appendix I)	6	MO	_____	_____
0002	Environmental Research Center Area No. 2 (Attachment 2: Appendix I)	6	MO	_____	_____
0003	Human Studies Facility (Attachment 2: Appendix II)	6	MO	_____	_____
0004	New EPA Facility Area No. 1 (Attachment 2: Appendix III)	6	MO	_____	_____
0005	New EPA Facility Area No. 3 (Attachment 2: Appendix III)	6	MO	_____	_____
0006	Trailers at Jenkins Road (Attachment 2: Appendix IV)	6	MO	_____	_____

OPTION PERIOD I:

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0007	Human Studies Facility (Attachment 2: Appendix II)	1	MO	_____	_____
0008	New EPA Facility Area No. 1 (Attachment 2: Appendix III)	1	MO	_____	_____
0009	New EPA Facility	1	MO	_____	_____

Area No. 3
(Attachment 2: Appendix III)

0010	Trailers at Jenkins Road (Attachment 2: Appendix IV)	1	MO	_____	_____
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OPTION PERIOD II:

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0010 1	Human Studies Facility (Attachment 2: Appendix II)	1	MO	_____	_____
0012	New EPA Facility Area No. 1 (Attachment 2: Appendix III)	1	MO	_____	_____
0013	New EPA Facility Area No. 3 (Attachment 2: Appendix III)	1	MO	_____	_____
0014	Trailers at Jenkins Road (Attachment 2: Appendix IV)	1	MO	_____	_____

OPTION PERIOD III:

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0015	Human Studies Facility (Attachment 2: Appendix II)	1	MO	_____	_____
0016	New EPA Facility Area No. 1 (Attachment 2: Appendix III)	1	MO	_____	_____
0017	New EPA Facility Area No. 3 (Attachment 2: Appendix III)	1	MO	_____	_____
0018	Trailers at Jenkins Road (Attachment 2: Appendix IV)	1	MO	_____	_____

OPTION PERIOD IV:

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0019	Human Studies Facility (Attachment 2: Appendix II)	1	MO	_____	_____

0020	New EPA Facility Area No. 1 (Attachment 2: Appendix III)	1	MO	_____	_____
0021	New EPA Facility Area No. 3 (Attachment 2: Appendix III)	1	MO	_____	_____
0022	Trailers at Jenkins Road (Attachment 2: Appendix IV)	1	MO	_____	_____

OPTION PERIOD V:

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0023	Human Studies Facility (Attachment 2: Appendix II)	1	MO	_____	_____
0024	New EPA Facility Area No. 1 (Attachment 2: Appendix III)	1	MO	_____	_____
0025	New EPA Facility Area No. 3 (Attachment 2: Appendix III)	1	MO	_____	_____
0026	Trailers at Jenkins Road (Attachment 2: Appendix IV)	1	MO	_____	_____

OPTION PERIOD VI:

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0027	Human Studies Facility (Attachment 2: Appendix II)	1	MO	_____	_____
0028	New EPA Facility Area No. 1 (Attachment 2: Appendix III)	1	MO	_____	_____
0029	New EPA Facility Area No. 3 (Attachment 2: Appendix III)	1	MO	_____	_____
0030	Trailers at Jenkins Road (Attachment 2: Appendix IV)	1	MO	_____	_____

24. FIXED RATE FOR SERVICES

The following fixed rate shall apply for payment purposes for the duration of the contract. The services described may be ordered by the Government at any time during any of the contract's periods. The total Not to Exceed (NTE) Amount stated under this clause shall not be interpreted as total amount to be awarded.

CLIN	Description of Services	Qty	Unit	Unit Price	Total NTE Price
0031	Labor for Landscaping/Plant Replacement (Attachment 2, General Specifications)	1	Hour	_____	To Be Determined At Contract Award

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Call Orders and accepted by the Project Officer. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Call Orders.

25. MATERIALS

The following materials budget shall apply for the duration of the contract. The materials described may be ordered by the Government at any time during any of the contract's periods. The total Not to Exceed (NTE) Amount stated under this clause shall not be interpreted as total amount to be awarded.

CLIN	Description of Services	Qty	Unit	Total NTE Price
0032	Materials (Attachment 2, Statement of Work)	1	Lot	To Be Determined At Contract Award

The Contractor shall voucher for only the materials called for in individual Call Orders and accepted by the Project Officer. The Contractor shall maintain supporting records for the materials. These records must document all materials on all Call Orders.

26. FIXED PRICE FOR OPTIONAL SERVICES

The services described below may be ordered by the Government at any time during the contract period:

BASE PERIOD:**OPTIONAL SERVICES**

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0033	EPA New Facility Area No. 2 (Attachment 2: Appendix III)	6	MO	_____	_____
0034	EPA New Facility Area No. 4 (Attachment 2: Appendix III)	6	MO	_____	_____
0035	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.1, Fertilizing)	6	MO	_____	_____
0036	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.1, Fertilizing)	6	MO	_____	_____
0037	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.1, Fertilizing)	6	MO	_____	_____
0038	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.1, Fertilizing)	6	MO	_____	_____
0039	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.2, Seeding)	6	MO	_____	_____
0040	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.2, Seeding)	6	MO	_____	_____
0041	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.2, Seeding)	6	MO	_____	_____
0042	EPA New Facility -- Area 4 (Attachment 2: Appendix V,	6	MO	_____	_____

para. B.2, Seeding)

0043	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.3, Aerating)	6	MO	_____	_____
0044	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.3, Aerating)	6	MO	_____	_____
0045	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.3, Aerating)	6	MO	_____	_____
0046	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.3, Aerating)	6	MO	_____	_____
0047	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.4, Application of Lime)	6	MO	_____	_____
0048	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.4, Application of Lime)	6	MO	_____	_____
0049	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.4, Application of Lime)	6	MO	_____	_____
0050	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.4, Application of Lime)	6	MO	_____	_____
0051	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.5, Soil Samples)	6	MO	_____	_____
0052	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.5, Soil Samples)	6	MO	_____	_____
0053	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.5, Soil Samples)	6	MO	_____	_____
0054	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.5, Soil Samples)	6	MO	_____	_____

0055	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	6	MO	_____	_____
0056	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	6	MO	_____	_____
0057	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	6	MO	_____	_____
0058	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	6	MO	_____	_____
0059	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	6	MO	_____	_____
0060	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	6	MO	_____	_____
0061	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	6	MO	_____	_____
0062	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	6	MO	_____	_____
0063	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.9, Wet Detention Pond)	6	MO	_____	_____
0064	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.10, Bio retention Areas)	6	MO	_____	_____
0065	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.1, Mulching)	6	MO	_____	_____

0066	Environmental Research Center 6 Area No. 2 (Attachment 2: Appendix VI, para. B.1, Mulching)	MO	_____	_____
0067	Environmental Research Center 6 Area No. 1 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	MO	_____	_____
0068	Environmental Research Center 6 Area No. 2 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	MO	_____	_____
0069	Environmental Research Center 6 Area No. 1 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0070	Environmental Research Center 6 Area No. 2 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0071	Environmental Research Center 6 Area No. 1 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____
0072	Environmental Research Center 6 Area No. 2 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____

OPTION PERIOD I:**OPTIONAL SERVICES**

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0073	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix I)		MO	_____	_____

0074	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix I)	1	MO	_____	_____
0075	EPA New Facility Area No. 2 (Attachment 2: Appendix III)	1	MO	_____	_____
0076	EPA New Facility Area No. 4 (Attachment 2: Appendix III)	1	MO	_____	_____
0077	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0078	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0079	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0080	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0081	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0082	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0083	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0084	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0085	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0086	EPA New Facility -- Area 2	1	MO	_____	_____

	(Attachment 2: Appendix V, para. B.3, Aerating)					
0087	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____	
0088	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____	
0089	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____	
0090	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____	
0091	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____	
0092	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____	
0093	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0094	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0095	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0096	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0097	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0098	EPA New Facility -- Area 2	1	MO	_____	_____	

	(Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)					
0099	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0100	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0101	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____	
0102	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____	
0103	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____	
0104	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____	
0105	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.9, Wet Detention Pond)	1	MO	_____	_____	
0106	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.10, Bio retention Areas)	1	MO	_____	_____	
0107	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____	
0108	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____	
0109	Environmental Research Center	1	MO	_____	_____	

Area No. 1
 (Attachment 2: Appendix VI,
 para. B.2, Pruning of Shrubs
 and Plants)

0110	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	MO	_____	_____
0111	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0112	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0113	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____
0114	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____

OPTION PERIOD II:

OPTIONAL SERVICES

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0115	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix I)		MO	_____	_____
0116	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix I)		MO	_____	_____
0117	EPA New Facility Area No. 2	1	MO	_____	_____

(Attachment 2: Appendix III)

0118	EPA New Facility Area No. 4 (Attachment 2: Appendix III)	1	MO	_____	_____
0119	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0120	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0121	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0122	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0123	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0124	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0125	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0126	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0127	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0128	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0129	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____

0130	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0131	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0132	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0133	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0134	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0135	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0136	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0137	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0138	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0139	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0140	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0141	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.6, Fertilizing of	1	MO	_____	_____

Shrubs, Trees and Plants)

0142	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0143	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0144	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0145	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0146	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0147	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.9, Wet Detention Pond)	1	MO	_____	_____
0148	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.10, Bio retention Areas)	1	MO	_____	_____
0149	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____
0150	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____
0151	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	1	MO	_____	_____
0152	Environmental Research Center Area No. 2	1	MO	_____	_____

(Attachment 2: Appendix VI,
para. B.2, Pruning of Shrubs
and Plants)

0153	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0154	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0155	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____
0156	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____

OPTION PERIOD III:

OPTIONAL SERVICES

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0157	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix I)		MO	_____	_____
0158	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix I)		MO	_____	_____
0159	EPA New Facility Area No. 2 (Attachment 2: Appendix III)	1	MO	_____	_____
0160	EPA New Facility Area No. 4 (Attachment 2: Appendix III)	1	MO	_____	_____
0161	EPA New Facility -- Area 1	1	MO	_____	_____

	(Attachment 2: Appendix V, para. B.1, Fertilizing)				
0162	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0163	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0164	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0165	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0166	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0167	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0168	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0169	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0170	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0171	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0172	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0173	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____

	para. B.4, Application of Lime)					
0174	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____	
0175	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____	
0176	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____	
0177	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0178	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0179	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0180	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0181	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0182	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0183	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0184	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	

0185	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0186	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0187	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0188	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0189	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.9, Wet Detention Pond)	1	MO	_____	_____
0190	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.10, Bio retention Areas)	1	MO	_____	_____
0191	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____
0192	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____
0193	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	1	MO	_____	_____
0194	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	1	MO	_____	_____
0195	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI,	1	MO	_____	_____

para. B.3, Fertilizing of Shrubs,
Trees and Plants)

0196	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0197	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____
0198	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____

OPTION PERIOD IV:

OPTIONAL SERVICES

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0199	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix I)		MO	_____	_____
0200	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix I)		MO	_____	_____
0201	EPA New Facility Area No. 2 (Attachment 2: Appendix III)	1	MO	_____	_____
0202	EPA New Facility Area No. 4 (Attachment 2: Appendix III)	1	MO	_____	_____
0203	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0204	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____

0205	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0206	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0207	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0208	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0209	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0210	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0210	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0212	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0213	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0214	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0215	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0216	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0217	EPA New Facility -- Area 3	1	MO	_____	_____

	(Attachment 2: Appendix V, para. B.4, Application of Lime)					
0218	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____	
0219	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0220	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0221	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0222	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____	
0223	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0224	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0225	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0226	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____	
0227	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____	
0228	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____	

para. B.8, Wild Flower Areas)

0229	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0230	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0231	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.9, Wet Detention Pond)	1	MO	_____	_____
0232	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.10, Bio retention Areas)	1	MO	_____	_____
0233	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____
0234	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____
0235	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	1	MO	_____	_____
0236	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	1	MO	_____	_____
0237	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0238	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI,	1	MO	_____	_____

para. B.3, Fertilizing of Shrubs,
Trees and Plants)

0239	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____
0240	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____

OPTION PERIOD V:

OPTIONAL SERVICES

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0241	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix I)		MO	_____	_____
0242	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix I)		MO	_____	_____
0243	EPA New Facility Area No. 2 (Attachment 2: Appendix III)	1	MO	_____	_____
0244	EPA New Facility Area No. 4 (Attachment 2: Appendix III)	1	MO	_____	_____
0245	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0246	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0247	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0248	EPA New Facility -- Area 4 (Attachment 2: Appendix V,	1	MO	_____	_____

para. B.1, Fertilizing)

0249	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0250	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0251	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0252	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0253	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0254	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0255	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0256	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0257	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0258	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0259	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0260	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____

0261	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0262	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0263	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0264	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0265	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0266	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0267	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0268	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0269	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0270	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0271	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0272	EPA New Facility -- Area 4	1	MO	_____	_____

	(Attachment 2: Appendix V, para. B.8, Wild Flower Areas)				
0273	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.9, Wet Detention Pond)	1	MO	_____	_____
0274	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.10, Bio retention Areas)	1	MO	_____	_____
0275	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____
0276	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.1, Mulching)	1	MO	_____	_____
0277	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	1	MO	_____	_____
0278	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	1	MO	_____	_____
0279	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0280	Environmental Research Center Area No. 2 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0281	Environmental Research Center Area No. 1 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	1	MO	_____	_____

0282	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____
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OPTION PERIOD VI:**OPTIONAL SERVICES**

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0283	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix I)	1	MO	_____	_____
0284	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix I)	1	MO	_____	_____
0285	EPA New Facility Area No. 2 (Attachment 2: Appendix III)	1	MO	_____	_____
0286	EPA New Facility Area No. 4 (Attachment 2: Appendix III)	1	MO	_____	_____
0287	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0288	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0289	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0290	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.1, Fertilizing)	1	MO	_____	_____
0291	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0292	EPA New Facility -- Area 2 (Attachment 2: Appendix V,	1	MO	_____	_____

para. B.2, Seeding)

0293	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0294	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.2, Seeding)	1	MO	_____	_____
0295	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0296	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0297	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0298	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.3, Aerating)	1	MO	_____	_____
0299	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0300	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0301	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0302	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.4, Application of Lime)	1	MO	_____	_____
0303	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0304	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____

0305	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0306	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.5, Soil Samples)	1	MO	_____	_____
0307	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0308	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0309	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0310	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.6, Fertilizing of Shrubs, Trees and Plants)	1	MO	_____	_____
0311	EPA New Facility -- Area 1 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0312	EPA New Facility -- Area 2 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0313	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0314	EPA New Facility -- Area 4 (Attachment 2: Appendix V, para. B.8, Wild Flower Areas)	1	MO	_____	_____
0315	EPA New Facility -- Area 3 (Attachment 2: Appendix V, para. B.9, Wet Detention Pond)	1	MO	_____	_____
0316	EPA New Facility -- Area 2	1	MO	_____	_____

(Attachment 2: Appendix V,
para. B.10, Bio retention Areas)

0317	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.1, Mulching)	MO	_____	_____
0318	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.1, Mulching)	MO	_____	_____
0319	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	MO	_____	_____
0320	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.2, Pruning of Shrubs and Plants)	MO	_____	_____
0321	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0322	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.3, Fertilizing of Shrubs, Trees and Plants)	MO	_____	_____
0323	Environmental Research Center 1 Area No. 1 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____
0324	Environmental Research Center 1 Area No. 2 (Attachment 2: Appendix VI, para. B.4, Shrub Trimming)	MO	_____	_____

27. CONSIDERATION AND PAYMENT

(a) Payment shall be made monthly in arrears for services performed during the preceding month at the fixed-price rate stated in the "Fixed Rate for Services" clause.

(b) If for any reason, services are for a period of less than one month. The amount due for the services shall be determined by dividing the fixed-price monthly rate by 30 and multiplying that figure by the number of days the services were required.

28. CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

The right of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this document. Specifically, the Government reserves its rights under the Inspection of Services and Default or Termination clauses. Any reductions pursuant to the Acceptable Quality Level Table (AQL), developed for each performance-based line item shall reflect the reduced value of services that was required to be performed under the contract for the specified time period. The Contractor shall not be relieved of full performance of the services, even if a reduction was previously taken for any inadequate performance.

29. GOVERNMENT'S QUALITY ASSURANCE SURVEILLANCE

(a) In accordance with the Inspection/Acceptance section of FAR Clause 52-212-4, each phase of services rendered on this contract is subject to Government inspections both during the Contractor's operations and after completion of the tasks. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which he/she is responsible. The Contractor shall correct such deficiencies promptly and by written report to the Contractor Officer, shall address the corrective/preventive actions taken. The Government's QA Surveillance Program is not a substitute for Quality Control by the Contractor.

(b) The Project Officer may check the Contractor's performance and conduct any non-compliance, but only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance.

(c) The Government will reduce the contractor's invoice or otherwise withhold payment for any individual item of non-conforming service observed as specified in "CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause.

30. CONTRACTOR QUALITY CONTROL

(a) In accordance with the Inspection/Acceptance section of FAR Clause 52.212-4, the Contractor shall establish and maintain a complete Quality Control Program (QCP) that is acceptable to the Contracting Officer to assure the requirements of the contract are provided as specified. This system

shall:

(1) Identify deficiencies in the quality of services performed throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

(2) Be implemented on the contract start date.

(b) Two (2) copies of the complete QCP shall be provided to the Contracting Officer for review and approval within fifteen (15) days after the contract start date (or as otherwise directed by the Contracting Officer), fifteen (15) days after start of option periods and as changes to the program are proposed. The program shall include as a minimum:

(1) Specific areas to be inspected on either a scheduled or unscheduled basis and how inspections are to be conducted.

(2) The name(s) of the individual(s) tasked to perform the quality control inspections, their qualifications and the extent of the authority.

(3) Procedures for written and verbal communication with the Government regarding the performance of the contract.

(4) Specific surveillance techniques for each contract service identified in the Performance Requirements Summary (PRS).

(5) Include a customer complaint feedback system, for correction of validated complaints and to inform the customer of corrections. At a minimum, the Customer Complaint System shall contain procedures for the customer to file complaints with the contractor, forms to be utilized by the customers, procedures of the complaint and feedback to the customer and the Government on the results and actions taken on the complaint.

(c) A file of all Quality Control Inspection, results and any corrective action required, shall be maintained by the Contractor throughout the term of this contract. This file shall be the property of the Government and made available to the Contracting Officer during regular hours. The shall be turned over to the Contracting Officer within ten (10) calendar days after completion or termination of the contract.

(d) The parties to this contract agree that the contractor, as a result of the contractual obligation to supervise the personnel furnished and oversee the quality of their performance, shall be conclusively presumed to have actual knowledge of work not performed and that therefore a written notice shall not be a prerequisite for reducing payment or assessing liquidated damages for non-performed service.

31. ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE (RTP-G-1)

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.

2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.

3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.

4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

5. The Government property, services, and/or space as listed hereafter to which the Contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

LOCATION OF PROPERTY: See Statement of Work for locations of property.

32. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (RTP-H-1)

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;

(2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;

(3) General liability insurance for bodily injury liability coverage written

on the comprehensive form of policy of at least \$500,000 per occurrence.; and

(4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

33. GOVERNMENT HOLIDAYS (RTP-H-10)

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
Martin Luther King's Birthday
Presidents' Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

34. IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (RTP-H-2)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

35. PHYSICAL SECURITY

Security services are provided under contract to EPA: however, the contractor shall be responsible for the reasonable safeguarding of all

Government property within the contractors' work area. At the end of each work period, facilities and equipment shall be secured.

36. PERSONNEL AND RELATED REQUIREMENTS

(a) General

The contractor must have successful landscaping experience in an administrative position or comparable work at a level equivalent to that of this position. The project manager shall have experience in all facets of landscaping as required by the Statement of Work.

(b) Supervisory and Personnel Requirements:

1. Project Manager:

a. The contractor shall provide a Project Manager for oversight of the performance of the requirements of the SOW. The Project Manager shall be available for communications and coordination with the Project Officer (PO) during regular government work hours and must also be available and "on-call" for emergency situations which may arise during non regular work hours. The project manager shall be considered key personnel. This individual shall be responsible for the overall management, supervision, and coordination of this contract and shall act as the principal contractor representative to the PO and the Contracting Officer (CO) for the day-to-day administration of this contract. When contract work is being performed at times other than regular working hours, an individual must be designated to act for the project manager. The designee shall be considered key personnel and subject to the same CO's review and approval as the Project Manager.

b. The Contractor's project manager shall have full responsibility and authority to accomplish the tasks assigned in this statement of work. The contractor's project manager must be an individual of unquestioned integrity. The project manager shall have experience in all facets of landscaping as required by this statement of work. The manager and alternate shall be able to understand, speak, read and write the English language. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. In the event of a health or safety hazard the Project Manager or alternate shall return all calls from the PO or CO within thirty minutes during normal working hours (7:00 a.m. to 5:00 p.m.) Monday through Friday.

2. Supervisor:

_____A supervisor shall be at the EPA site at all times when work under this contract is being performed. The supervisor shall have a commercial pesticide applicator certification and a successful record of five years landscaping experience in a comparable position. The supervisor shall be considered key personnel and subject to the terms of the key personnel clause.

3. Qualifications of employees:

- a. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.
- b. The personnel employed by the contractor shall be capable experienced employees, qualified in this type of work.
- c. The contractor shall insure any/all personnel who use pesticides, herbicides, fungicides, insecticides and equipment have received the proper safety training and are licensed as required by the local and state government.

37. UNIFORMS

The contractor shall require all employees to wear distinctive uniform clothing for ready identification and assure that every employee is in uniform.

38. QUALITY REQUIREMENTS

The contractor shall be a registered landscape contractor. The contractor shall have on staff a person with experience in Landscape Horticulture Design, and all North Carolina Commercial Pesticide Applicator licenses. The contractor shall be a member in good standing with two or more recognized landscape associations. The services performed under this contract shall be subject to inspection and acceptance by the Government. The contractor shall procure, at his own expense, necessary licenses and permits, and shall conform to all laws, regulations and ordinances applicable to performance of this contract.

39. OPERATING HOURS

Work shall be performed, in a manner that will not interfere with the normal functioning of the EPA as a whole, between the hours of 6:00 a.m. to 8:00 p.m., Monday through Friday, except for legal public holidays. Work may be

performed on Saturday and/or Sunday during the hours specified above if the Project Officer is notified in advance. Prior to performing work during hours other than those specified, the contractor shall obtain permission from the Project Officer. Requests to work during hours other than those specified shall be submitted no less than 24 hours prior to the time the Contractor desires to perform such work.

40. OZONE AWARENESS DAYS

The NC Division of Air Quality provides daily air quality forecasts of ground-level ozone for Asheville (Valleys and Ridge Tops), Charlotte, and the Triangle regions of North Carolina from May through September. Forecasts can also be heard by dialing 1-888-RU4NCAIR. These alerts are normally posted to the web site by 3:00 p.m. for the following day. The contractor should either check the web site www.daq.state.nc.us/Ozone, listen to the local new/weather forecast for the Triangle Area or call the number provided above. Should an orange, red or purple day be forecasted the contractor shall not schedule any work requiring the use of gasoline powered tools and equipment until the alert has been lifted.

41. SCHEDULE OF WORK

(a) A detailed proposed schedule of work shall be submitted to the Project Officer (PO) each month, seven days prior the beginning of the next month throughout the contract, for approval. Within ten (10) days following a contract award, the Contractor shall submit to the PO the first monthly schedule of work for approval. The PO shall discuss any additions or deletions as deemed necessary with the Contractor. The tasks on each month's schedule must be acceptable to the Government PO before work is begun for those tasks. The Contractor shall complete all items on the schedule of work by the end of each month and submit to the PO a copy of the completed schedule, indicating the date when each item was begun and dates completed.

(b) The Project Manager or supervisor shall meet with the PO bi-weekly to discuss and review the prior weekly accomplishments. During this meeting between the Contractor and the PO, completed work shall be inspected, and acceptable work marked as approved on the monthly work schedule. Any items of work which are behind schedule or are not being performed adequately will be pointed out to the Contractor. The Contractor may provide an explanation regarding this matter for PO review. Corrections shall be made by the Contractor within 24 hours or as directed by the PO to conform to contract requirements.

42. EQUIPMENT AND MACHINERY

The Contractor shall insure all employees, prime or subcontractor, operating

any equipment and/or machinery during performance of this contract shall be free of alcohol and drugs which could impair the safe operation of the equipment and/or machinery.

43. IDENTIFICATION OF ON-SITE EMPLOYEES

(a) The contractor shall arrange with the Project Officer for the issuance (within 7 days of commencing work), by the Government, of a photo identification badge to all consultants, prime contractor and any tier subcontractor personnel working at EPA facilities under the terms and conditions of this contract. This photo identification badge will be issued PRIOR TO THE CONTRACTOR employee ENTERING ON DUTY AT AN EPA facility. If an employee site clearance report is required elsewhere in this contract, the photo identification badge will be issued only upon the Project Officer's approval of a favorable site clearance report.

(b) The contractor shall instruct all personnel issued photo identification badges to display their badges at all times while the employee is at an EPA facility.

(c) The contractor shall return all photo identification badges to the Project Officer upon the dismissal or termination of an employee or when the contract expires, whichever occurs first.

(d) The contractor shall immediately notify the Project Officer, in writing, when an employee has lost or is unable to locate his or her photo identification badge.

(e) The contractor shall inform all new consultants, prime contractor and any tier subcontractor personnel requiring access to an EPA facility to display personal identification, such as a driver's license; social security card; passport; etc. to the Project Officer, prior to entering the EPA facility for the first time to have the photo identification badge made. The contractor employee will be instructed by the contractor to continue to display such personal identification to the Project Officer until such time a photo identification badge is provided.

44. BACKGROUND INVESTIGATIONS

All employees shall have a pre-employment investigation conducted prior to entering on duty for employment, and their personal qualifications must meet the Contractor's employment standards required for the position. This investigation shall include a search of local police files in the area of residence for the last five years and an inquiry of former employers and references. This investigation is to be conducted by the Contractor without additional cost to the government, and be available for review by the representative of the Contracting Officer. **A summary of the results of this**

pre-employment investigation shall be furnished to the PO within 30 days of employee's entry on duty. An employee shall not be permitted to work without the employment investigation being completed.

45. CALL ORDERS

[This clause is only applicable to contract line item numbers 0031 and 0032.]

(a) The Government will obligate funds equal to the total maximum amount of these services, [Appendix V of Attachment 2, Statement of Work] as set forth in the clauses entitled "Fixed Rate for Services" and "Materials," when funds are made available for all other services for each period, as set forth in the clause entitled "Fixed Price for Services". The contractor shall not perform or invoice for any of these services until given written or oral direction as described in paragraph (b) below.

(b) The Project Officer will order any supplies/services to be furnished under this contract by issuing "call orders" entitled Contract Services Call Order, EPA(RTP)391 (Attachment 6), or an agency prescribed form, from the effective date of the contract through the end of the effective contract period against the hours and dollars allotted in paragraph (a) above. The contractor shall not exceed the maximum dollars identified under the "Fixed Rate for Services" or "Materials" clauses.

(c) Any funds associated with unissued hours at the end of a period will be deobligated by the Contracting Officer by a contract modification.

46. OTHER SPECIFIC REQUIREMENTS

(a) The contractor shall correct deficiencies and/or incomplete work within 48 hours after notified.

(b) Equipment used in performance of the contract shall not be scattered throughout the grounds or around the buildings. Equipment shall be removed from the premises at the end of each business day and stored off the EPA premises. (Equipment may be stored at the ERC until EPA vacates the building or notified by the Project Officer.)

(c) The Government will not be responsible for damage to and/or loss of Contractor's supplies, material, equipment, or Contractor's employees' personal belongings, occasioned by fire, theft, accident, or otherwise.

(d) The Contractor may be called upon for advice on prevailing conditions and work necessary to correct deficiencies; however, the decision to do such work will be the decision of the Project Officer.

(e) The Contractor shall insure that guards provided as safety features on equipment used under this contract are maintained in the prescribed position while equipment is in operation. The Contractor shall insure contract employees wear protective equipment while performing work under this contract.

(f) The Contractor shall be responsible for any damage to Government property resulting from performance of the contract and shall use all reasonable care to protect the property.

47. INSTRUCTIONS FOR TECHNICAL AND COST OR PRICING PROPOSALS

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions: All Technical Evaluation Criteria factors must be addressed, as stated in FAR Clause 52.212-2.

(b) Cost or pricing proposal instructions:

(1) General -

- (i) The contract schedule includes a "Fixed Rates for Services" clause. Please include your proposed fixed hourly rates per labor category for the base and any optional contract periods.
- (ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(2) Direct Labor.

- (i) Attach support schedules for each proposed rate.
- (ii) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology.

(3) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted prices.

(4) Equipment, facilities and special equipment, including tooling, shall be included in the fixed prices.

ATTACHMENT 2

STATEMENT OF WORK

STATEMENT OF WORK

**General Specification for
Landscaping and Grounds Maintenance Services
Environmental Protection Agency
Research Triangle Park and Chapel Hill, North Carolina**

Appendix I - Environmental Research Center (ERC)**Appendix II - Human Studies Facility****Appendix III - New EPA Facility****Appendix IV - Trailers at Jenkins Road****Appendix V - Optional Services****A. SCOPE OF WORK:**

The contractor shall furnish all labor, materials, equipment, personnel, and supplies (except as otherwise specified herein) and otherwise do all things necessary to maintain the grounds at EPA, locations listed below, in a manner which enhances the appearance and cleanliness of the site as a whole. Work under this contract shall include, but is not necessarily limited to mowing, trimming, edging, fertilizing, liming, seeding, aerating, recycling yard waste, mulching, pest control, watering, tree and shrub pruning and trimming, weeding, and planting of new plants. In addition, work shall maintain wet detention pond, bio retention areas, storm drainage system, wetland pond, flower beds, wild flower areas, and policing grounds. The contractor must have successful landscaping experience including administrative experience at a level equivalent to that of this scope of work. The project manager shall have experience in all facets of landscaping as required by this statement of work. Appendices hereto set forth the areas to be serviced and are hereby made a part hereof.

B. SITES:

The contractor shall perform landscaping services at the following facilities. The facilities in the Research Triangle Park are located in Durham County and the facility in Chapel Hill is located in Orange County.

<u>Building</u>	<u>Location</u>
Environmental Research Center	86 Alexander Drive, RTP, NC
Human Studies Facility	104 Mason Farm Road, Chapel Hill, NC
EPA New Facility	109 Alexander Drive, RTP, NC
Trailer Site	Jenkins Road, RTP, NC

C. SUPPLIES, MATERIALS AND EQUIPMENT:

1. Unless otherwise stated, the contractor shall provide all supplies, materials, equipment and tools for the performance of the contract requirements. Materials and equipment shall be of the type and

quality used in large-scale landscaping operations, and shall meet the requirements specified herein. A list and sample of the proposed supplies and materials to be used on the grounds shall be provided to the Project Officer (PO) for review and approval ten days following the contract award. All samples shall be marked to easily identify each sample. The list shall include the manufacturer's name, brand name, and statement certifying that supplies and materials meet or exceed contract requirements. A copy of the product Material Safety Data Sheet (MSDS) shall be provided to the Project Officer and shall contain information to assist in identifying products to ensure they meet the requirements relative to use of toxic chemicals, prior to application.

2. In the performance of this contract, the contractor shall use environmentally preferred products. The contractor shall use Integrated Pest Management practices, which rely on cultural and natural practices to control pest problems which may be identified on the grounds. The use of chemicals, such as herbicides, insecticides, fungicides, shall be as a last resort only, and shall require specific approval by the PO, prior to application.

3. The contractor shall utilize equipment and processes which minimize the use of gasoline emissions. All gasoline-powered equipment shall conform to emissions standards established by the California Air Resource Board for Small Off-Road Engines. Mowers shall be mulching-type mowers. Mower bags shall not be used for collecting clippings, except under special circumstances as approved in advance by the PO. All equipment used in the performance of the specified services shall be maintained in good operating condition to ensure clean and even mowing of grass and to prevent scalping or rutting of grounds and damage to trees, shrubs and other property. The Contractor shall be responsible for maintenance and repair of all equipment used in the performance of the specified services. Equipment proposed for use on this project shall be approved in advance by the PO.

D. WORK REQUIREMENTS:

1. Mowing and Trimming:

a. Grass shall be mowed and trimmed when it reaches a height of approximately four to five inches and cut to a height of not less than three inches. Excessive amounts of clippings shall not be left on the lawn. They shall be collected and transported to the composting area.

b. Grass shall be trimmed back even with the edge of sidewalks and curbs after each mowing. Areas around trees, shrubs, building, etc., shall be trimmed to the same height as the mowed grass after each mowing.

c. An edger shall be used around sidewalks and concrete curbs once per month. At other times grass shall be trimmed back even with the edges of sidewalks, curbs, etc., with a hand or mechanical trimmer (i.e., as a weed eater.)

d. Grass clippings that have accumulated on the sidewalk and around building entrances during mowing and trimming shall be removed immediately to prevent them from being tracked into the building.

2. Fertilizing: Application of fertilizer to grass areas shall be done to maintain the grass in a healthy condition. This is to promote aggressive grass growth with the intent to crowd out undesirable weed growth. Lawn areas shall receive one application in the fall, September or October, and one application in the spring, March or April. Fertilizers shall be natural organic products designed to supplement nutrient deficiencies in the soil, with application rate and nutrient balance as recommended by the soil test report for turf maintenance.

3. Seeding: Application of grass seed shall be applied as needed to produce a full and healthy lawn. Grass seed shall be applied with a turf and lawn type spreader that drops the agent in a full coverage pattern. A spreader that drops the agent in lines leaving untreated areas in between is not suitable. In small close areas, a hand-pushed cyclone-type spreader should be used. Grass seed shall be applied in a manner to ensure even distribution. Lawns shall be seeded in the spring between March and May and/or fall between September and mid October.

4. Aerating: Lawn areas that are damaged due to foot traffic or vehicle traffic shall be aerated and seeded annually to reduce compaction and promote improved growing conditions. Plug-type aerators shall be used unless equipment access is not possible.

5. Yard Waste: All landscape waste materials must be managed on-site. Plant debris shall be allowed to naturally decompose where appropriate; this includes mulched clippings on turf or wildflower areas, as well as naturally-occurring tree debris (dead falls) in forest areas. Any dead trees or logs that, in the opinion of the PO, present a hazard, is unsightly, etc., shall be removed as needed. These trees, logs, etc., shall be removed and stumps cut flush to the ground level to allow mowers to go over them. The decomposed or composted product shall be reused on-site for landscaping maintenance. The contractor shall maintain the compost pile in such a manner as to minimize odors and to provide a finished product which is uniformly decomposed and safe for contact with plant materials. An area for composting of yard waste will be designated by the PO. A minimum of 25% of compost material shall be purchased from the material generated under the food recycling program for the EPA cafeteria, when purchasing composted material.

6. Mulching: Throughout the year the contractor shall collect yard debris, i.e., limbs, shrub trimmings, pine cones, dead trees, etc. The debris shall be processed through a wood chipper/grinder and used as mulching for the plant beds and mulched walkways. Mulch around trees, shrubs, and shrub beds shall be loosened and weeds and grass removed prior to application of new mulch. Mulch shall be applied to maintain the depth of the mulch to a minimum of two inches. Mulch shall be placed around the trees, shrubs, and shrub bed and not against the trunk, or main stem. The contractor shall maintain all mulch paths to a minimum depth of four inches applied not more frequently than once each month.

7. Chemical Use: No chemical, including pesticides, fungicides and herbicides shall be used except in extreme circumstances. Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Natural and biological controls shall be exhausted before chemicals are proposed for use. (Note - sprays need not be the last resort if they are dormant oils or other nontoxic substance, only if they are toxic chemicals.) Applications shall be done by a "target" treatment method only to the plant or area infested at periods when the campus is least populated. These products shall be approved by the PO prior to use.

8. Irrigation: Watering shall be closely monitored to prevent waste, and shall be applied at an even rate which minimizes runoff. (The water and water connections will be provided by the Government.) For areas where water must be transported, the Contractor shall provide the necessary containers and method of transport. Watering shall be accomplished in early morning and late afternoon. Sprinkler systems shall be used where available. Areas shall be inspected to ensure good coverage. Any areas that are not receiving the proper amount of water to promote healthy plants shall be watered by some other means.

9. Application of Lime: Application of lime to grass areas shall be done to maintain the grass in a healthy condition. Lawn areas shall receive one application in the fall, September or October and one application in the spring, March or April. Applications shall be made in accordance with the soil analysis.

10. Soil samples: The contractor shall collect soil samples every two years. Samples shall be taken to the North Carolina Department of Agriculture Soil Testing Division in Raleigh, North Carolina. Recommendations shall be sought for the specific planting area, (turf, wild flowers, wetland, etc.) and shall specify organic methods. A copy of the USDA analysis and recommendations shall be provided to the PO. The contractor shall discuss the recommendations with the PO and a course of action shall be developed. A copy of the contractor's plan/recommendations shall be provided to the PO.

11. Disease Control: The trees, shrubs, and all other plants in the area shall be treated with natural environmentally preferred products in an effort to rid diseased plants of disease. Should this prove not to be effective, the contractor shall discuss the conditions with the PO.

12. Pruning of Shrubs and Trees:

a. Pruning of trees and shrubs shall be accomplished February to early March to insure that the health and survival of the plants are considered. Trees shall be kept free of dead or diseased wood, suckers, and rubbing branches. Cavities and decaying areas shall be cleaned to sound wood.

b. Shrubs shall be kept free of dead, diseased and/or interfering wood. Shearing shall not be permitted. Pruning shall be accomplished to maintain the natural characteristics and habits of the plant by feathering and lightly shaping as needed.

c. Flowering plants shall be pruned in accordance with acceptable standards of the nursery trade.

13. Fertilizing of Shrubs, Trees and Plants: The appropriate fertilizer shall be applied at the rate and frequency recommended by the nursery trade.

14. Shrub Trimming: This term pertains to those shrubs that are trimmed and/or shaped with shears to remove new growth outside the boundaries of the shape desired. This is not to be confused with pruning which is removal of branches and dead growth to allow the shrub to maintain its natural look. Trimming shall be accomplished with sharp, hand or mechanical, shears. Growth will be cut off at the base of the new growth to insure that the size of the shrub is maintained.

15. Weed and Grass Removal: Grass and weeds shall be removed from around shrubs and trees to the edge of the mulched area. Grass and weeds shall be removed from joints in walks and paved areas.

16. Landscaping/Plant Replacement: Some plants will die, become unsightly or damaged without the contractor being at fault. In addition, plant materials may be required by the Government to extend existing beds or provide seasonal enhancement. The Contractor shall provide, install and maintain such plant materials as directed via the Optional Services portion of the contract.

17. Wild Flower Areas: In areas where wildflower meadows exist they consist of native warm-season grasses inter-planted with annual and perennial wild flowers throughout the roadway back slopes and other non traffic open areas. These areas shall be maintained by mowing with a bush hog or other mower to a height of six inches once each year (in

January) to suppress woody vegetation. More frequent mowing may be required if determined by the PO and invoked via the Optional Services portion of the contract. Periodic mowing of adjacent turf areas shall not enter wildflower areas. Semiannual (in spring and fall) over seeding with wild flowers shall be performed to eliminate bare spots and provide seasonal flowering. Seed materials shall be furnished by the contractor for contractor application. Seeding and mowing shall be performed when soil moisture levels allow traffic without damage to the vegetation and slopes.

18. Wet Detention Pond: Where wet detention ponds exist the contractor shall be responsible for maintenance of the water quality in the pond. After each major rainfall event, the outlet structure, trash rack, and emergency spillway shall be inspected and cleaned of accumulated debris. Any damage noted shall be reported to the PO immediately. Vegetation growth within the pond shall be controlled by mechanical removal when more than one half of the water surface is covered. The operation of the slide gate shall be checked quarterly and results reported to the PO. Mowing frequency for the tops and sides of the berm shall be as noted above for turfed areas. Access to the pond shall be maintained at all times.

19. Bio retention Areas: Some bio retention areas have been installed in lieu of wet detention ponds to treat storm water runoff from paved areas. Each bio retention area consists of an intensively planted mini wetland designed to naturally filter runoff through the plant root zones and porous planting mixture. A yard inlet located within the bio retention area, which is connected to the subsurface storm drainage piping system, accommodates any overflow. Runoff treated by bio retention is discharged directly onto the surface without further treatment necessary. After each major rainfall event, each bio retention shall be inspected to ensure that it is functioning properly. Should an inspection reveal damage or broken piping the conditions shall be reported to the PO. Accumulated debris must be removed from the inlet grates and composted on-site. Displaced mulch or plants shall be returned to their original position. Planting soil shall be a porous mixture containing a high percentage of sand to insure adequate drainage. During periods of severe drought, supplemental watering of the plants may be required to insure their survival.

20. Storm Water Drainage System: After each major rain event, each curb inlet shall be inspected to ensure proper function (flow) and to remove accumulated debris. All clogs or other flow restrictions shall be removed before the next rainfall event. Should an inspection reveal damage or broken inlets, the conditions shall be reported to the PO.

21. Wetland Pond: After each major rainfall event, the roof drain on the pond end of the drain pipe shall be inspected to ensure that it is not clogged and is functioning properly. Should an inspection reveal

damage or broken pipes, the conditions shall be reported to the PO. The open grass area shall be mowed once a year, in the late winter (February) to suppress woody plant growth.

Appendix I

**Landscaping and Grounds Maintenance Services
for
Environmental Research Center (ERC)
Research Triangle Park, North Carolina**

A. WORK REQUIRED:

The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mowing and Trimming: Grass shall be mowed and trimmed at the frequency and with the proper equipment as set forth in general landscaping specifications, paragraphs D.1., a-d.
2. Yard Waste: The contractor shall acquire a minimum of 25% of compost material from the material generated under the food recycling program for the EPA cafeteria as set forth in the general landscaping specifications, paragraph D.5.
3. Chemical Use: Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Sprays shall be used only as a last resort as set forth in the general landscaping specifications, paragraph D.7.
4. Site Irrigation: Watering of plants and grass shall be accomplished as set forth in the general specifications, paragraph D.8.
5. Disease Control: All plants and grass shall be inspected on a regular basis for disease. Should any plants and grass be diseased, the affected area shall be treated as set forth in the general specifications, paragraphs D.7 and D.11.
6. Weed and Grass Removal: Weeds and grass shall be removed from areas where it is unwanted. Cultural and natural methods shall be used. Should this prove not to be effective, alternative methods shall be discussed with the PO.

C. THE AREAS REQUIRING SERVICES ARE DEFINED AS FOLLOWS:

1. Area 1 - Area 1 is identified as the area inside the perimeter road and consists of approximately 4.23 acres of lawn. This area is further defined as "immediate area" and area within 200 feet of the

building.

2. Area 2 - Area 2 is identified as the area outside of the perimeter road and consists of approximately 18.25 acres of lawn. This area extends from Area 1 to the boundaries of the property line.

Appendix II

**Landscaping and Grounds Maintenance Services
for
Human Studies Facility
Chapel Hill, North Carolina**

A. WORK REQUIRED:

The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mowing and Trimming: Grass shall be mowed and trimmed at the frequency and with the proper equipment as set forth in general specifications, paragraph D.1., a-d.
2. Fertilizing: Application of fertilizer to grass areas shall be accomplished in the manner and frequency as set forth in the general specifications, paragraph D.2.
3. Seeding: Application of grass seed shall be accomplished in the manner and frequency as set forth in the general grounds specifications, paragraph D.3.
4. Aerating: Lawn areas that are damaged due to foot traffic or vehicle traffic shall be aerated and seeded, yearly at a minimum, to reduce compaction and promote improved growing as set forth in the general specifications, paragraph D.4.
5. Yard Waste: The contractor shall acquire a minimum of 25% of compost material from the material generated under the food recycling program for the EPA cafeteria as set forth in the general grounds specifications, paragraph D.5. Decomposed or composted products from the New Facility shall be used on this site for landscaping if available. Any yard waste generated at this site that cannot be used immediately shall be transported to the new facility and managed as stated in the general specifications, paragraph D.5.
6. Mulching: Mulch shall be placed around trees, shrubs, and shrub beds and loosened as needed. Weeds and grass shall be removed prior to adding new mulch. Mulch levels shall be maintained as set forth in the general specifications, paragraph D.6. Throughout the year, yard debris from the grounds shall be processed through a wood chipper/grinder and used on the grounds as set forth in the general specifications,

paragraph D.6.

7. Chemical Use: Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Sprays shall be used only as a last resort as set forth in the general specifications, paragraph D.7.

8. Site Irrigation: Watering of plants and grass shall be accomplished as set forth in the general specifications, paragraph D.8.

9. Application of Lime: Lime shall be applied at the rate and locations recommended by the N.C. Department of Agriculture soil sample analysis and as set forth in the general specifications, paragraph D.9.

10. Soil Samples: Soil samples shall be taken from four to five representative areas on the grounds as set forth in the general specifications, paragraph D.10.

11. Disease Control: All plants and grass shall be inspected on a regular basis for disease. Should any plants and grass be diseased, the affected area shall be treated as set forth in the general specifications, paragraphs D.7 and D.11.

12. Pruning of Shrubs and Trees: Pruning of shrubs, trees and flowering plants shall be as set forth in the general specifications, paragraphs D.12., a-c. Clippings, limbs, branches from the pruning shall be mulched as set forth in the general specifications, paragraph D.6.

14. Fertilizing of Shrubs, Trees and Plants: The appropriate fertilizers shall be applied to shrubs, trees and plants at the appropriate frequency and rate as set forth in the general specifications, paragraph D.13.

15. Shrub Trimming: Shrub Trimming shall be accomplished at the appropriate time and frequency and as set forth in the general specifications, paragraph D.14.

16. Weed and Grass Removal: Weeds and grass shall be removed from areas where it is unwanted as set forth in the general specification, paragraph D.15. Cultural and natural methods shall be used. Should this prove not to be effective, alternative methods shall be discussed with the PO.

C. THE AREAS REQUIRING SERVICES ARE DEFINED AS FOLLOWS:

This area is approximately one acre and is the area directly surrounding the facility. The area extends from the building out to the boundaries of the property.

Appendix III

**Landscaping and Grounds Maintenance Services
for
EPA New Facility
Research Triangle Park, North Carolina**

A. WORK REQUIRED:

1. This campus has been designed to demonstrate environmental protection. As such, it relies on native or adapted species of plants, leaves forests intact, uses wetlands for storm water purification, and minimizes the uses of non-renewable resources for landscape maintenance. Areas of turf have been kept to the minimum, and areas disturbed during the construction of the facility have instead been planted with wildflower meadows for lower maintenance and enhanced wildlife and aesthetic benefits. The work approaches used under this contract shall comply fully with this intent.
2. The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mowing and Trimming: Grass shall be mowed and trimmed at the frequency and with the proper equipment as set forth in general landscaping specifications, paragraphs D.1., a-d.
2. Yard Waste: All landscape waste materials shall be managed on-site and as set forth in the general landscaping specifications, paragraph D.5.
3. Mulching: The contractor shall maintain the mulch paths to a minimum depth of four inches. There are two mulch paths approximately six feet wide and 125 linear feet each. In total, this equates to a total of 500 cubic feet of mulch or approximately 20 yards. Mulch will be in place at the beginning of the contract and shall be maintained. Throughout the year the contractor shall collect yard debris, process and apply it as set forth in the general landscaping specifications, paragraph D.6.
4. Chemical Use: Hardy plant species, either native to or adapted to the local environment, have been used throughout the campus, so the requirement for chemicals should be very rare. No chemical, including pesticides, fungicides and herbicides shall be used except in extreme circumstances. Integrated Pest Management practices shall be employed

to control harmful levels of pests, fungus, and insects. Natural and biological controls shall be exhausted before chemicals are proposed for use. (Note - sprays need not be the last resort if they are dormant oils or other nontoxic substance, only if they are toxic chemicals.) Applications shall be done by a "target" treatment method only to the plant or area infested at periods when the campus is least populated. These products shall be approved by the PO prior to use.

5. Site Irrigation: Native and/or locally adapted species have been planted which minimize the need for supplemental irrigation beyond natural rainfall. Watering should be performed only when soil moisture levels threaten plant survival. Watering shall be closely monitored to prevent waste, and shall be applied at an even rate which minimizes runoff. Government furnished water is available at quick-connect couplers spaced at approximately 200-foot intervals throughout the site on access roads and roadway islands. The contractor shall provide necessary containers and method of transport and delivery. The contractor shall operate **no more than ten (10)** quick-disconnect couplers at any time on the campus. Areas shall be inspected to ensure good coverage. Any areas that are not receiving the proper amount of water to promote healthy plants shall be watered by some other means.

6. Plaza Irrigation: The raised planters in the Area C main entrance plaza are irrigated by a drip irrigation system with soil moisture sensor and automated metering system. The system consists of approximately 2300 linear feet of 0.9-12xx supply line buried beneath the soil on the plaza. The system is connected to the site potable water system from the access road B, and the system controller is located in room B295. The irrigation shall be performed as set forth in the general landscaping specifications, paragraph D.8.

7. Disease Control: All plants and grass shall be inspected on a regular basis for disease. Should any plants and grass be diseased, the affected area shall be treated as set forth in the general landscaping specifications, paragraphs D.7 and D.11.

8. Pruning of Shrubs and Trees: Pruning of shrubs, trees and flowering plants shall be as set forth in the general landscaping specifications, paragraphs D.12., a-c. Clippings, limbs, and branches from the pruning shall be mulched and used on the grounds as set forth in the general landscaping specifications, paragraph D.6.

9. Shrub Trimming: Shrub Trimming shall be accomplished at the appropriate time and frequency and as set forth in the general landscaping specifications, paragraph D.14.

10. Weed and Grass Removal: Weeds and grass shall be removed from areas where it is unwanted as set forth in the general landscaping

specifications, paragraph D.15. Cultural and natural methods shall be used. Should this prove not to be effective, alternative methods shall be discussed with the PO.

11. Storm Water Drainage System: The number of inlets is as follows: Curb inlets (2516), drop inlets (3024), yard inlets (18), pavement inlets (76), slab top inlets (2), and trench drains (38 or 68 linear feet). These inlets shall be maintained as set forth in the general landscaping specifications, paragraph D.20.

12. Wetland Pond: After each major rainfall event, the roof drain on the pond end of the drain pipe shall be inspected to ensure that it is not clogged and is functioning properly. Should an inspection reveal damage or broken pipes, the conditions shall be reported to the PO. The open grass area shall be mowed once a year, in the late winter (February) to suppress woody plant growth.

C. THE AREAS REQUIRING SERVICES ARE DEFINED AS FOLLOWS:

1. There are approximately 41 acres of turf on this site which includes types 1, 2 and sod.

a. There are approximately 12 acres of type one and sod, which require mowing on a regular basis as described in the general landscaping specifications in, paragraph D.1.a.

b. There are approximately 29 acres of type two, which require mowing approximately once a year.

2. The grounds are divided into four areas to simplify identification for any work and discussions concerning the grounds. The areas are listed below and identified on the attached map.

a. Area 1 - the north entrance from Alexander Drive to Lakeview Drive.

b. Area 2 - the area from Lakeview Drive to the first entrance to the facility and it also covers the area around the National Computer Center.

c. Area 3 - the area around the facility, all sides including the lake side. This area begins at the first entrance and ends just beyond the High Bay area.

d. Area 4 - the area from the High Bay to the south entrance to the facility from Hopson Road. This also includes the area on a portion of Facilities Lane which leads to the Central Utility Plant.

Appendix IV
Landscaping and Grounds Maintenance Services
for
Jenkins Road
Research Triangle Park, North Carolina

A. WORK REQUIRED:

The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mowing and Trimming: Grass shall be mowed and trimmed at the frequency and with the proper equipment as set forth in general landscaping specifications, paragraphs D.1., a-d. The exception to the general specifications for this area is, grass may reach a height of six to seven inches and cut to a height of three to four inches. Areas of grass along Jenkins Road and road leading into the site shall be mowed when it reaches a height of seven to eight inches and cut to a height of four inches. There are approximately two acres of grass at this site.

2. Chemical Use: Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Sprays shall be used only as a last resort as set forth in the general grounds specifications, paragraph D.7.

3. Weed and Grass Removal: Weeds and grass shall be removed from areas where it is unwanted. Cultural and natural methods shall be used. Should this prove not to be effective, alternative methods shall be discussed with the PO.

Appendix V

**Landscaping and Grounds Maintenance Optional Services
for
EPA New Facility
Research Triangle Park, North Carolina**

A. WORK REQUIRED:

1. This campus has been designed to demonstrate environmental protection. As such, it relies on native or adapted species of plants, leaves forests intact, uses wetlands for storm water purification, and minimizes the uses of non-renewable resources for landscape maintenance. Areas of turf have been kept to the minimum, and areas disturbed during the construction of the facility have instead been planted with wildflower meadows for lower maintenance and enhanced wildlife and aesthetic benefits. The work approaches used under this contract shall comply fully with this intent.

2. The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Fertilizing: Application of fertilizer to grass areas shall be accomplished in the manner and frequency as set forth in the general landscaping specifications, paragraph D.2.

2. Seeding: Application of grass seed shall be accomplished in the manner and frequency as set forth in the general landscaping specifications, paragraph D.3.

3. Aerating: Lawn areas that are damaged due to foot traffic or vehicle traffic shall be aerated and seeded, yearly at a minimum, to reduce compaction and promote improved growing as set forth in the general landscaping specifications, paragraph D.4. Plug-type aerators shall be used unless equipment access is not possible.

4. Application of Lime: Lime shall be applied at the rate and locations recommended by the N.C. Department of Agriculture soil sample analysis and as set forth in the general landscaping specifications, paragraph D.9.

5. Soil Samples: Soil samples shall be taken from 10 to 15 representative areas on the grounds as set forth in the general landscaping specifications, paragraph D.10.

6. Fertilizing of Shrubs, Trees and Plants: The appropriate fertilizers shall be applied to shrubs, trees and plants at the appropriate frequency and rate as set forth in the general landscaping specifications, paragraphs D.13.

7. General Landscaping/Plant Replacement: Landscaping and plant replacement shall be performed as set forth in the general landscaping specifications, paragraph D.16.

8. Wild Flower Areas: There are 8.1 acres of wild flowers. The first six seasonal planting of the flowers (three years, Spring and Fall each year), will be accomplished by the construction/landscape contractor. The wild flower areas shall be maintained as set forth in the general landscaping specifications, paragraph D.17.

9. Wet Detention Pond: The contractor shall be responsible for maintenance of the three wet detention ponds located: south of the Area H High Bay; north of the National Computer Center; and west of the National Computer Center; and the North Excess Road. It shall be maintained as set forth in the general landscaping specifications, paragraph D.18.

10. Bio retention Areas: Ten bio retention areas which cover approximately 22,970 square feet or .53 acres have been installed in lieu of wet detention ponds to treat storm water runoff from paved areas. These areas shall be maintained as set forth in the general landscaping specifications, paragraph D.19.

C. THE AREAS REQUIRING SERVICES ARE DEFINED AS FOLLOWS:

1. There are approximately 41 acres of turf on this site which includes types 1, 2 and sod.

a. There are approximately 12 acres of type one and sod, which require mowing on a regular basis as described in the general landscaping specifications in, paragraph D.1.a.

b. There are approximately 29 acres of type two, which require mowing approximately once a year.

2. The grounds are divided into four areas to simplify identification for any work and discussions concerning the grounds. The areas are listed below and identified on the attached map.

a. Area 1 - the north entrance from Alexander Drive to Lakeview Drive.

b. Area 2 - the area from Lakeview Drive to the first entrance to the facility and it also covers the area around the National Computer Center.

c. Area 3 - the area around the facility, all sides including the lake side. This area begins at the first entrance and ends just beyond the High Bay area.

d. Area 4 - the area from the High Bay to the south entrance to the facility from Hopson Road. This also includes the area on a portion of Facilities Lane which leads to the Central Utility Plant.

Appendix VI

**Landscaping and Grounds Maintenance Optional Services
for
Environmental Research Center (ERC)
Research Triangle Park, North Carolina**

A. WORK REQUIRED:

The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mulching: Mulch shall be placed around trees, shrubs, and shrub beds and loosened as needed. Weeds and grass shall be removed prior to adding new mulch. Mulch levels shall be maintained as set forth in the general specifications, paragraph D.6. Throughout the year, yard debris from the grounds shall be processed through a wood chipper/grinder and used on the grounds as set forth in the general landscaping specifications, paragraph D.6.

2. Pruning of Shrubs and Trees: Pruning of shrubs, trees and flowering plants shall be as set forth in the general specifications, paragraph D.12. Clippings, limbs, branches from the pruning shall be mulched as set forth in the general specifications, paragraph D.6.

3. Fertilizing of Shrubs, Trees and Plants: The appropriate fertilizers shall be applied to shrubs, trees and plants at the appropriate frequency and rate as set forth in the general specifications, paragraph D.13.

4. Shrub Trimming: Shrub Trimming shall be accomplished at the appropriate time and frequency and as set forth in the general specifications, paragraph D.14.

C. THE AREAS REQUIRING SERVICES ARE DEFINED AS FOLLOWS:

1. Area 1 - Area 1 is identified as the area inside the perimeter road and consists of approximately 4.23 acres of lawn. This area is further defined as "immediate area" and area within 200 feet of the building.

2. Area 2 - Area 2 is identified as the area outside of the perimeter road and consists of approximately 18.25 acres of lawn. This area extends from Area 1 to the boundaries of the property line.

ATTACHMENT 3

WAGE DETERMINATION

94-2401 NC, RALEIGH

06/04/02

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2401
Revision No.: 24
Date Of Last Revision: 05/29/2002

State: North Carolina

Area: North Carolina Counties of Bertie, Durham, Edgecombe, Franklin, Granville, Halifax, Hertford, Nash, Northampton, Orange, Person, Vance, Wake, Warren

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	10.65
Accounting Clerk II	11.00
Accounting Clerk III	12.59
Accounting Clerk IV	15.86
Court Reporter	14.32
Dispatcher, Motor Vehicle	14.59
Document Preparation Clerk	11.96
Duplicating Machine Operator	11.17
Film/Tape Librarian	12.23
General Clerk I	8.04
General Clerk II	8.56
General Clerk III	10.94
General Clerk IV	12.10
Housing Referral Assistant	16.62
Key Entry Operator I	8.71
Key Entry Operator II	10.09
Messenger (Courier)	8.88
Order Clerk I	12.25
Order Clerk II	13.50
Personnel Assistant (Employment) I	12.78
Personnel Assistant (Employment) II	14.34
Personnel Assistant (Employment) III	14.60
Personnel Assistant (Employment) IV	15.04
Production Control Clerk	14.62
Rental Clerk	13.62
Scheduler, Maintenance	13.62
Secretary I	13.62

Secretary II	13.87
Secretary III	14.28
Secretary IV	17.61
Secretary V	20.81
Service Order Dispatcher	12.23
Stenographer I	12.33
Stenographer II	14.06
Supply Technician	16.70
Survey Worker (Interviewer)	12.45
Switchboard Operator-Receptionist	10.88
Test Examiner	15.04
Test Proctor	15.04
Travel Clerk I	8.66
Travel Clerk II	9.22
Travel Clerk III	9.83
Word Processor I	10.97
Word Processor II	12.32
Word Processor III	15.33
Automatic Data Processing Occupations	
Computer Data Librarian	10.71
Computer Operator I	13.24
Computer Operator II	17.71
Computer Operator III	18.00
Computer Operator IV	20.86
Computer Operator V	22.84
Computer Programmer I (1)	15.62
Computer Programmer II (1)	19.43
Computer Programmer III (1)	23.80
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	22.84
Computer Systems Analyst II (1)	27.21
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.22
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.54
Automotive Glass Installer	14.60
Automotive Worker	14.77
Electrician, Automotive	12.47
Mobile Equipment Servicer	13.45
Motor Equipment Metal Mechanic	15.38
Motor Equipment Metal Worker	14.77
Motor Vehicle Mechanic	16.73
Motor Vehicle Mechanic Helper	12.18
Motor Vehicle Upholstery Worker	13.97
Motor Vehicle Wrecker	14.77
Painter, Automotive	15.33
Radiator Repair Specialist	14.77
Tire Repairer	12.85
Transmission Repair Specialist	16.40

Food Preparation and Service Occupations

Baker	9.57
Cook I	8.50
Cook II	9.57
Dishwasher	7.32
Food Service Worker	7.32
Meat Cutter	10.81
Waiter/Waitress	6.90

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	15.83
Furniture Handler	10.72
Furniture Refinisher	15.83
Furniture Refinisher Helper	12.44
Furniture Repairer, Minor	14.14
Upholsterer	15.83

General Services and Support Occupations

Cleaner, Vehicles	7.32
Elevator Operator	7.32
Gardener	9.85
House Keeping Aid I	6.74
House Keeping Aid II	7.32
Janitor	7.32
Laborer, Grounds Maintenance	7.93
Maid or Houseman	6.74
Pest Controller	10.46
Refuse Collector	7.32
Tractor Operator	9.21
Window Cleaner	7.93

Health Occupations

Dental Assistant	12.55
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.44
Licensed Practical Nurse I	11.02
Licensed Practical Nurse II	12.36
Licensed Practical Nurse III	13.83
Medical Assistant	10.75
Medical Laboratory Technician	12.34
Medical Record Clerk	11.75
Medical Record Technician	13.54
Nursing Assistant I	8.71
Nursing Assistant II	9.79
Nursing Assistant III	10.68
Nursing Assistant IV	11.99
Pharmacy Technician	12.19
Phlebotomist	12.34
Registered Nurse I	17.13
Registered Nurse II	20.97
Registered Nurse II, Specialist	20.97
Registered Nurse III	25.37
Registered Nurse III, Anesthetist	25.37

Registered Nurse IV	30.38
Information and Arts Occupations	
Audiovisual Librarian	16.86
Exhibits Specialist I	18.02
Exhibits Specialist II	22.31
Exhibits Specialist III	27.33
Illustrator I	17.19
Illustrator II	21.29
Illustrator III	26.05
Librarian	20.55
Library Technician	12.74
Photographer I	13.97
Photographer II	15.63
Photographer III	19.35
Photographer IV	23.68
Photographer V	28.23
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.90
Counter Attendant	6.90
Dry Cleaner	8.01
Finisher, Flatwork, Machine	6.90
Presser, Hand	6.90
Presser, Machine, Drycleaning	6.90
Presser, Machine, Shirts	6.90
Presser, Machine, Wearing Apparel, Laundry	6.90
Sewing Machine Operator	8.47
Tailor	8.93
Washer, Machine	6.97
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	13.30
Tool and Die Maker	19.10
Material Handling and Packing Occupations	
Forklift Operator	12.44
Fuel Distribution System Operator	16.83
Material Coordinator	16.13
Material Expediter	16.13
Material Handling Laborer	11.80
Order Filler	9.68
Production Line Worker (Food Processing)	11.62
Shipping Packer	11.71
Shipping/Receiving Clerk	10.90
Stock Clerk (Shelf Stocker; Store Worker II)	11.00
Store Worker I	8.56
Tools and Parts Attendant	11.62
Warehouse Specialist	11.62
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.23
Aircraft Mechanic Helper	13.88
Aircraft Quality Control Inspector	19.17

Aircraft Servicer	16.26
Aircraft Worker	17.23
Appliance Mechanic	15.83
Bicycle Repairer	12.85
Cable Splicer	18.78
Carpenter, Maintenance	15.83
Carpet Layer	14.98
Electrician, Maintenance	17.17
Electronics Technician, Maintenance I	17.09
Electronics Technician, Maintenance II	18.04
Electronics Technician, Maintenance III	19.09
Fabric Worker	14.14
Fire Alarm System Mechanic	16.54
Fire Extinguisher Repairer	13.30
Fuel Distribution System Mechanic	18.19
General Maintenance Worker	14.98
Heating, Refrigeration and Air Conditioning Mechanic	16.54
Heavy Equipment Mechanic	16.54
Heavy Equipment Operator	15.13
Instrument Mechanic	18.61
Laborer	7.32
Locksmith	15.83
Machinery Maintenance Mechanic	16.54
Machinist, Maintenance	16.54
Maintenance Trades Helper	12.44
Millwright	16.54
Office Appliance Repairer	15.83
Painter, Aircraft	15.83
Painter, Maintenance	15.83
Pipefitter, Maintenance	16.54
Plumber, Maintenance	15.83
Pneudraulic Systems Mechanic	16.54
Rigger	16.54
Scale Mechanic	14.98
Sheet-Metal Worker, Maintenance	16.54
Small Engine Mechanic	14.98
Telecommunication Mechanic I	16.68
Telecommunication Mechanic II	19.30
Telephone Lineman	16.54
Welder, Combination, Maintenance	16.54
Well Driller	16.54
Woodcraft Worker	16.54
Woodworker	13.30
Miscellaneous Occupations	
Animal Caretaker	8.46
Carnival Equipment Operator	8.01
Carnival Equipment Repairer	8.57
Carnival Worker	7.32
Cashier	6.74

Desk Clerk	7.80
Embalmer	18.23
Lifeguard	7.23
Mortician	18.23
Park Attendant (Aide)	9.08
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.23
Recreation Specialist	8.87
Recycling Worker	9.21
Sales Clerk	7.23
School Crossing Guard (Crosswalk Attendant)	7.32
Sport Official	7.23
Survey Party Chief (Chief of Party)	13.68
Surveying Aide	5.86
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.49
Swimming Pool Operator	11.08
Vending Machine Attendant	9.21
Vending Machine Repairer	11.08
Vending Machine Repairer Helper	9.21
Personal Needs Occupations	
Child Care Attendant	7.45
Child Care Center Clerk	9.79
Chore Aid	6.74
Homemaker	10.87
Plant and System Operation Occupations	
Boiler Tender	17.52
Sewage Plant Operator	15.94
Stationary Engineer	17.52
Ventilation Equipment Tender	12.44
Water Treatment Plant Operator	15.83
Protective Service Occupations	
Alarm Monitor	11.35
Corrections Officer	12.47
Court Security Officer	18.01
Detention Officer	18.01
Firefighter	18.32
Guard I	8.70
Guard II	9.76
Police Officer	18.98
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.01
Hatch Tender	14.01
Line Handler	12.96
Stevedore I	14.16
Stevedore II	15.77
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	17.22

Archeological Technician II	21.54
Archeological Technician III	23.92
Cartographic Technician	20.86
Civil Engineering Technician	19.35
Computer Based Training (CBT) Specialist/ Instructor	21.64
Drafter I	14.34
Drafter II	16.11
Drafter III	18.02
Drafter IV	22.31
Engineering Technician I	14.29
Engineering Technician II	16.23
Engineering Technician III	16.55
Engineering Technician IV	21.44
Engineering Technician V	25.35
Engineering Technician VI	30.67
Environmental Technician	16.49
Flight Simulator/Instructor (Pilot)	25.78
Graphic Artist	21.64
Instructor	18.23
Laboratory Technician	15.65
Mathematical Technician	20.30
Paralegal/Legal Assistant I	15.64
Paralegal/Legal Assistant II	19.87
Paralegal/Legal Assistant III	24.30
Paralegal/Legal Assistant IV	29.39
Photooptics Technician	18.45
Technical Writer	25.27
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.18
Weather Observer, Senior (3)	18.00
Weather Observer, Upper Air (3)	17.18
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.30
Parking and Lot Attendant	10.36
Shuttle Bus Driver	12.43
Taxi Driver	10.36
Truckdriver, Heavy Truck	16.64
Truckdriver, Light Truck	13.10
Truckdriver, Medium Truck	17.89
Truckdriver, Tractor-Trailer	16.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms

ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the

monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 4

INSPECTION FORM

Landscape Inspections

Chapel Hill			
Item	Criteria	Overall Rating	Date Inspected & Comments
Mowing & Trimming and Edging	Grass appropriate height Sidewalk edged Clippings removed from sidewalk	_____ _____ _____	Comments:
Irrigation	Plants watered and healthy	_____	Comments:
Weed and Grass Removal	Shrub and tree areas are weed and grass free Walkways and paved areas are weed and grass free	_____ _____	Comments:
Mulched Areas	Sufficient mulch around trees, shrubs and bed areas Areas free of weeds and grass	_____ _____	Comments:
Trimming and Pruning of Shrubs, Trees and Plants	Shrubs trimmed and shaped appropriately Shrubs , trees and plants have been pruned appropriately	_____ _____	Comments:

E=Excellent
 S=Satisfactory
 N=Needs Attention
 U=Unsatisfactory

Landscape Inspections

ERC			
Item	Criteria	Overall Rating	Date Inspected & Comments
Mowing and Trimming	Grass appropriate height Sidewalk edged Clippings removed from sidewalk	_____ _____ _____	Comments:
Irrigation	Plants watered and healthy	_____	Comments:
Weed and Grass Removal	Shrub and tree areas are weed and grass free Walkways and paved areas are weed and grass free	_____ _____	Comments:
Mulched Areas	Sufficient mulch around trees, shrubs and bed areas Areas free of weeds and grass	_____ _____	Comments:

E=Excellent
 S=Satisfactory
 N=Needs Attention
 U=Unsatisfactory

Landscape Inspections

New Facility			
Item	Criteria	Overall Rating	Date Inspected & Comments
Mowing and Trimming	Grass appropriate height Sidewalk edged Clippings removed from sidewalk	_____ _____ _____	Comments:
Irrigation	Plants watered and healthy	_____	Comments:
Weed and Grass Removal	Shrub and tree areas are weed and grass free Walkways and paved areas are weed and grass free	_____ _____	Comments:
Mulched Areas	Sufficient mulch around trees, shrubs and bed areas Areas free of weeds and grass	_____ _____	Comments:

E=Excellent
 S=Satisfactory
 N=Needs Attention
 U=Unsatisfactory

Landscape Inspections

New Facility			
Item	Criteria	Overall Rating	Date Inspected & Comments
Wet Detention Pond/Bio retention Areas/Storm-water Drainage System/Wetland Pond (1)	Outlet structure, trash track and spillway in wet detention pond are clean Inlet grates in bio retention areas are free of debris and pipes in good condition Plants in bio retention areas have been watered during drought periods Curb inlets in storm water drainage system are free of debris and inlets are in good condition Drain pipe in wetland pond is free of debris and pipe is in good condition	 ----- ----- ----- ----- ----- -----	Comments:
Trimming and Pruning of Shrubs, Trees and Plants	Shrubs trimmed and shaped appropriately Shrubs , trees and plants have been pruned appropriately	 ----- -----	Comments:

E=Excellent
 S=Satisfactory
 N=Needs Attention
 U=Unsatisfactory

ATTACHMENT 5

QUALITY ASSURANCE PLAN

Quality Assurance Plan

ERC

Mowing & Trimming

Grass maintained at appropriate height
Grass along sidewalk edged
Grass clippings removed from walkways

Irrigation

Plants watered and healthy

Weed and Grass Removal

Shrub and tree areas are weed and grass free
Walkways and paved areas are weed and grass free

Mulched Areas

There is sufficient mulch around trees, shrubs and bed areas
Mulched areas are free of weeds and grass

Quality Assurance Plan

New Facility

Mowing & Trimming

Grass maintained at appropriate height
Grass along sidewalk edged
Grass clippings removed from walkways

Irrigation

Plants watered and healthy

Weed and Grass Removal

Shrub and tree areas are weed and grass free
Walkways and paved areas are weed and grass free

Mulched Areas

There is sufficient mulch around trees, shrubs and bed areas
Mulched areas are free of weeds and grass

Wet Detention Pond/Bio retention Areas/Stormwater Drainage System/Wetland Pond (1)

Outlet structure, trash track and spillway in wet detention pond are clean
Inlet grates in bio retention areas are free of debris pipes are in good condition
Plants in bio retention areas have been watered during drought periods
Curb inlets in stormwater drainage system are free of debris and inlets are in good condition
Drain pipe in wetland pond is free of debris and pipe is in good condition

Trimming and Pruning of Shrubs, Trees and Plants

Shrubs have been trimmed and shaped appropriately
Shrubs, trees and plants have been pruned appropriately

Quality Assurance Plan

Chapel Hill

Mowing & Trimming

Grass maintained at appropriate height
Grass along sidewalk edged
Grass clippings removed from walkways

Irrigation

Plants watered and healthy

Weed and Grass Removal

Shrub and tree areas are weed and grass free
Walkways and paved areas are weed and grass free

Mulched Areas

There is sufficient mulch around trees, shrubs and bed areas
Mulched areas are free of weeds and grass

Trimming and Pruning of Shrubs, Trees and Plants

Shrubs have been trimmed and shaped appropriately
Shrubs, trees and plants have been pruned appropriately

ATTACHMENT 6

ACCEPTABLE QUALITY LEVEL TABLE

Acceptable Quality Level Table

Required Services	SOW Area reference Sect.	Standard.	Lot Size (areas)	AQL	Method Surveillance	%TCP
Mowing & Trimming	Attachment 2 D.1 B.1 App.I B.1 App.II B.1 App.III B.1 App.IV	In accordance with SOW	3-7	25%	Random Sample	3%
Irrigation	Attachment 2 D.8 B.4 App.I B.8 App.II B.5,6 App.III	In accordance with SOW	3-7	25%	Random Sample	1%
Weed and Grass Removal	Attachment 2 D.15 B.6 App.I B.16 App.II B.10 App.III B.3 App.IV	In accordance with SOW	3-7	25%	Random Sample	.5%
Wet Detention Pond/Bio retention Areas/Storm Water Drainage System/ Wetland Pond	Attachment 2 D.18, 19, 20, 21 B.11 App.III B.9, 10, App.IV	In accordance with SOW	0-82	10%	Random Sample	1%

ATTACHMENT 7

CALL ORDER FORM

Call Order Form will be furnished to the successful offeror.

ATTACHMENT 8

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should

identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in

the
contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as

of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total

negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 9

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-NC-02-10738 the procurement of Landscaping and Grounds Maintenance Services. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked the offeror to send Past Performance Questionnaires to customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA, Attn: Sandra Clark, E105-02, RTP, NC 27711, within five (5) days of receipt of this letter.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to Sandra Clark at (919)541-2213.

Sincerely,

ATTACHMENT 10

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

PR-NC-02-10738

S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N

(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror: _____

Contract Number: _____

Contract Title: _____

Contract Value: _____

_____ Type of Contract: _____

Period of Performance: _____

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with this firm again?

14. Information provided by:

Agency/Firm:

Name:

Title:

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

Phone:

Fax:

ATTACHMENT 11

LANDSCAPING DRAWINGS AND DIAGRAMS

DRAWINGS AND DIAGRAMS ARE AVAILABLE VIA THE INTERNET WORLD WIDE WEB AT

http://www.epa.gov/oam/rtp_cmd